



**AGREEMENT BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE STATE OF QATAR  
CONCERNING SECURITY MEASURES  
FOR THE PROTECTION OF  
CLASSIFIED MILITARY INFORMATION**



## **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE STATE OF QATAR CONCERNING SECURITY MEASURES FOR THE PROTECTION OF CLASSIFIED MILITARY INFORMATION**

The Government of the United States of America and the Government of the State of Qatar hereinafter referred to as "the Parties," and separately as "a Party",

In furtherance of mutual cooperation to ensure the protection of classified military information;

Have agreed as follows:

### **ARTICLE 1**

Classified military information provided directly or indirectly by one Party to the other Party, or to an officer or other representative of the other Party, shall be protected according to the terms set forth herein and in accordance with the laws and regulations of the Parties.

### **ARTICLE 2**

Each Party shall promptly notify the other of any changes to its laws and regulations that would affect the protection of classified military information under this Agreement. In such case, the Parties shall consult, as provided for in Article 22, to consider possible amendments to this Agreement. In the interim, classified military information shall continue to be protected as described in this Agreement, unless otherwise agreed in writing by the releasing Party.

### **ARTICLE 3**

For the purpose of this Agreement, classified military information is information that is generated by or for the Department of Defense of the United States of America or the Ministry of Defense of Qatar, or that is under their jurisdiction or control, and which requires protection in the interests of national security of the Party by or for whom the information was generated.



For the Government of the United States of America, classified military information is marked **CONFIDENTIAL**, **SECRET**, or **TOP SECRET**. For the Government of the State of Qatar, it is marked سري للغاية or مكتوم , مقيّد. Each Party shall stamp, mark or designate the name of the originating government on all classified military information received from the other Party. The information may be in oral, visual, electronic, magnetic, or documentary form, or in the form of equipment or technology. The Parties shall, consistent with their national laws and regulations employ the following equivalent classification levels and markings:

**Table of Equivalent Security Classification Categories**

<b>Government of the State of Qatar</b>	<b>Government of the United States of America</b>
(TOP SECRET) سري للغاية	TOP SECRET
(SECRET) سري	SECRET
(CONFIDENTIAL) مكتوم	CONFIDENTIAL
(RESTRICTED) مقيّد	No equivalent (See Appendix A)

#### **ARTICLE 4**

No individual shall be entitled to access to classified military information solely by virtue of rank, appointment, or security clearance. Access to the information shall be granted only to those individuals whose official duties require such access and who have been granted a personnel security clearance in accordance with the prescribed standards of the Parties. The Parties shall ensure that:

- A. The recipient Party shall not release the information to a government, person, firm, institution, organization or other entity of a third country without the prior written approval of the releasing Party;
- B. The recipient Party shall afford the information a degree of protection equivalent to that afforded it by the releasing Party;
- C. The recipient Party shall not use the information for any other purpose than that for which it was provided without the prior written approval of the releasing Party;



**D.** The recipient Party shall respect private rights, such as patents, copyrights, or trade secrets, which are involved in the information; and

**E.** Each facility or establishment that handles classified military information shall maintain a registry of the clearance of individuals at the facility or establishment who are authorized to have access to such information.

## **ARTICLE 5**

The determination on the granting of a personnel security clearance to an individual shall be consistent with the interests of national security and shall be based upon all available information indicating whether the individual is of unquestioned loyalty, integrity, trustworthiness, and excellent character, and of such habits and associates as to cast no doubt upon his or her discretion or good judgment in the handling of classified military information.

## **ARTICLE 6**

An appropriate investigation, in sufficient detail to provide assurance that the above criteria have been met, shall be conducted by the parties with respect to any individual granted access to classified military information covered by this Agreement.

## **ARTICLE 7**

Before a representative of a Party releases classified military information to an officer or representative of the other Party, the receiving Party shall provide to the releasing Party an assurance that the officer or representative possesses the necessary level of security clearance and requires access for official purposes, and that the information will be protected by the receiving Party as required by the releasing Party.

## **ARTICLE 8**

Authorizations for visits by representatives of one Party to facilities and establishments of the other Party, where access to classified military information is



required, shall be limited to those necessary for official purposes. Authorization to visit a facility or establishment shall be granted only by the Party in whose territory the facility or establishment is located or by government officials designated by that Party. The visited Party or the designee shall be responsible for advising the facility or establishment of the proposed visit, and the scope and highest level of classified military information that may be furnished to the visitor. Requests for visits by representatives of the Parties shall be submitted through the United States Defense Attaché Office in Qatar, in the case of United States visitors, and through the Qatari Defense Attaché Office in Washington, D.C., in the case of Qatari visitors.

#### **ARTICLE 9**

Each Party shall be responsible for all classified military information of the other Party while the information is in transit or storage within its territory.

#### **ARTICLE 10**

Each Party shall be responsible for the security of all government and private facilities and establishments where the information of the other Party is kept and shall assure for each such facility or establishment that qualified individuals are appointed who shall have the responsibility and authority for the control and protection of the information.

#### **ARTICLE 11**

The information shall be stored in a manner that assures access only by those individuals who have been authorized access pursuant to Articles 4, 5, 6, and 7 of this Agreement.

#### **ARTICLE 12**

Classified military information shall be transmitted between the Parties through government-to-government channels. The minimum requirements for the security of the information during transmission shall be as follows:



#### A. Documents.

- (1) Documents or other media containing classified military information shall be transmitted in double, sealed envelopes, the innermost envelope bearing only the classification of the documents or other media and the organizational address of the intended recipient, the outer envelope bearing the organizational address of the recipient, the organizational address of the sender, and the registry number, if applicable.
- (2) No indication of the classification of the enclosed documents or other media shall be made on the outer envelope. The sealed envelope shall then be transmitted according to the prescribed regulations and procedures of the releasing Party.
- (3) Receipts shall be prepared for packages containing classified documents or other media that are transmitted between the Parties, and a receipt for the enclosed documents or media shall be signed by the final recipient and returned to the sender.

#### B. Classified Equipment.

- (1) Classified equipment shall be transported in sealed, covered vehicles, or be securely packaged or protected in order to prevent identification of its details, and kept under continuous control to prevent access by unauthorized persons.
- (2) Classified equipment which must be stored temporarily awaiting shipment shall be placed in protected storage areas. The area shall be protected by intrusion-detection equipment or guards with security clearances who shall maintain continuous surveillance of the storage area. Only authorized personnel with the requisite security clearance shall have access to the storage area.
- (3) Receipts shall be obtained on every occasion when classified equipment changes hands en route.
- (4) Receipts shall be signed by the final recipient and returned to the sender.

C. Electronic Transmissions. Classified military information transmitted by electronic means shall be protected during transmission using encryption appropriate for that level of classified information. Information systems processing, storing or conveying



classified information shall receive security accreditation by the appropriate authority of the Party employing the system.

#### **ARTICLE 13**

Accountability and control procedures shall be established to manage the dissemination of and access to classified military information.

#### **ARTICLE 14**

Each Party shall stamp or mark the name of the originating government on all classified military information received from the other Party. The information shall be marked with a national security classification marking of the recipient Party that will afford a degree of protection equivalent to that afforded to it by the releasing Party.

#### **ARTICLE 15**

Classified documents and other media containing classified military information shall be destroyed by burning, shredding, pulping, or other means preventing reconstruction of the classified military information contained therein.

#### **ARTICLE 16**

Classified equipment shall be destroyed beyond recognition or modified so as to preclude reconstruction of the classified military information in whole or in part.

#### **ARTICLE 17**

When classified documents or other media are reproduced, all original security markings thereon shall also be reproduced or marked on each copy. Such reproduced documents or media shall be placed under the same controls as the original document or media. The number of copies shall be limited to that required for official purposes.



## **ARTICLE 18**

All translations of classified military information shall be made by individuals with security clearances pursuant to Articles 5, 6, and 7. The number of copies shall be kept to a minimum and the distribution thereof shall be controlled. Such translations shall bear appropriate security classification markings and a suitable notation in the language into which it is translated, indicating that the document or media contains classified military information of the releasing Party.

## **ARTICLE 19**

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Party, the recipient Party shall:

- A.** Ensure that such contractor or prospective contractor and the contractor's facility have the capability to protect the information;
- B.** Grant to the facility an appropriate facility security clearance. A facility security clearance is not required for a Contractor to undertake contracts that require the receipt or production of Classified Information at the RESTRICTED level;
- C.** Grant appropriate personnel security clearances for all individuals whose duties require access to the information;
- D.** Ensure that all individuals having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws and regulations;
- E.** Carry out periodic security inspections of cleared facilities to ensure that the information is protected as required herein; and



F. Ensure that access to the information is limited to those persons who have a need to know for official purposes.

## ARTICLE 20

The releasing Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises, of its classified military information, and the recipient Party shall initiate an investigation to determine the circumstances. The results of the investigation and information regarding measures taken to prevent recurrence shall be forwarded to the releasing Party by the Party that conducts the investigation.

## ARTICLE 21

Implementation of the foregoing security requirements can be advanced through reciprocal visits by security personnel of the Parties. Accordingly, security representatives of each Party, after prior consultation, shall be permitted to visit the other Party, to discuss and view firsthand the implementing procedures of the other Party in the interest of achieving reasonable comparability of the security systems. Each Party shall assist the security representatives in determining whether classified military information provided by the other Party is being adequately protected.

## ARTICLE 22

A. This Agreement shall enter into force from the date of the last written notification given by one Party to another, which states that all the necessary legal procedures for the entry into force of this Agreement have been completed in accordance with internal procedures.

B. Amendments to this Agreement shall be made by mutual consent of the Parties. Such amendments shall enter into force in accordance with the procedures set forth in paragraph A. of this Article.

C. Supplemental annexes under this Agreement may be concluded by the designated implementing agencies. For the Government of the United States of America, the



implementing agency shall be the Department of Defense. For the Government of Qatar, the implementing agency shall be the Qatar Armed Forces.

**D.** This Agreement shall remain in force for a period of five years and shall be automatically extended annually thereafter, unless either Party notifies the other in writing through diplomatic channels, ninety days in advance, of its intention to terminate the Agreement.

**E.** Notwithstanding the termination of this Agreement, all classified military information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

**F.** Disagreements between the Parties arising under or relating to this Agreement shall be settled through consultations between the Parties and shall not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, in the English and Arabic languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:**

*Susan L. Ziadeh*  
17 Jul 2012  
Her Excellency Susan L. Ziadeh  
United States Ambassador

**FOR THE GOVERNMENT OF  
THE STATE OF QATAR:**

*H.B.A. 17/1/12*  
Staff Major General Hamad Bin Ali Al-Attiyah  
Chief of Staff of the Qatar Armed Forces



## APPENDIX

### PROCEDURES FOR HANDLING RESTRICTED INFORMATION WITHIN THE UNITED STATES

- A.** Upon receipt, Qatar documents or material bearing the classification "RESTRICTED" shall be handled in the United States as U.S. UNCLASSIFIED information that is exempt from public release under one or more U.S. laws. These laws include the Freedom of Information Act (FOIA) and Title 10 U.S.C. Section 130(c), "Nondisclosure of Information: Certain Sensitive Information of Foreign Governments and International Organizations." Documents or Material so marked shall be stored in locked containers affording the appropriate protection or closed spaces or areas that will prevent access by unauthorized personnel.
- B.** RESTRICTED documents shall be handled in a manner that will preclude open publication and access or use for other than official government purposes of the United States or the releasing country.
- C.** RESTRICTED information shall be transmitted or accessed electronically via a public network (e.g., Internet), using government or commercial encryption devices mutually accepted by the Parties' government security authorities.
- D.** Before any communications and information system is allowed to store, process, or forward RESTRICTED information, it must be given security approval, known as Accreditation. An Accreditation is defined as a formal statement by the appropriate authority confirming that the use of a system meets the appropriate security requirement and does not present an unacceptable risk. For stand-alone automated information systems such as desktop and laptop computers utilized in DoD establishments the system registration document together with the Security Operating Procedures fulfills the role of the required Accreditation. For Contractors, guidance on the use of Communications and Information Systems will be incorporated within the Restricted Conditions Requirements Clause in the Contract.
- E.** RESTRICTED documents shall be transmitted by first class mail within the United States in one secure cover. Transmission outside the United States shall be in two secure covers, the inner cover marked "RESTRICTED." Such transmissions shall be by traceable



means such as Commercial Courier or other means agreed upon in writing.

**F.** Otherwise, unclassified U.S. documents originated by a U.S. Government agency that contain information that Qatar has classified RESTRICTED shall bear on the cover and the first page the marking "RESTRICTED - Exempt from Public Disclosure under (insert citation for applicable U.S. law here)." The portion of the document containing RESTRICTED information also shall be identified in the documents.

**G.** Telephone conversations, video conferencing, or facsimile transmissions containing RESTRICTED information may be in clear text, if an approved encryption system is not available.

**H.** A facility security clearance is not required for a Contractor to undertake contracts that require the receipt or production of Classified Information at the RESTRICTED level.

**I.** Access to RESTRICTED information shall be granted only to those individuals whose official duties require such access. A personnel security clearance is not required to access RESTRICTED information.